

AWARD/CONTRACT J		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING DOA1	PAGE OF 1	PAGES 4
2. CONTRACT (Proc. Inst. Ident.) NO. SP0920-04-C-0337		3. EFFECTIVE DATE 2004 MAR 17	4. REQUISITION/PURCHASE REQUEST/PROJECT NO. YPE03297000483		
5. ISSUED BY Defense Supply Center Columbus 3990 E. Broad St. P.O. Box 16704 Columbus, OH 43216-5010 Local Administrator: PCCSCGT (614)692-1078 /FAX: (614)692-6911 E-mail: Sandra.J.Hughes@dla.mil		CODE SP0900	6. ADMINISTERED BY (If other than Item 5) S3101A CMDR DCMC SPRINGFIELD BUILDING 1 ARDEC PICATINNY NJ 07806-5000		CODE S3101A
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code) ESSENTIAL COMPONENTS INC. 1455 WHIPPOORWILL WAY MOUNTAINSIDE NJ 07092-1725		8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)		9. DISCOUNT FOR PROMPT PAYMENT NET 30 days	
10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN: ITEM 12		11. SHIP TO/MARK FOR CODE 0T0H0 FACILITY CODE See Schedule - Do Not Ship to Address in Block 5		12. PAYMENT WILL BE MADE BY CODE HQ0337 HQ0337 DFAS COLUMBUS CENTER NORTH ENTITLEMENT OPERATIONS P O BOX 182266 COLUMBUS OH 43218-2266 EFT: T	
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input checked="" type="checkbox"/> 10 USC 2304(e) (1) <input type="checkbox"/> 41 USC 253(e) ()		14. ACCOUNTING AND APPROPRIATION DATA EG: 97X4930 5CE0 001 26.0 S33150			

15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	See Schedule				
15G. TOTAL AMOUNT OF CONTRACT					\$120916.00

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
<input checked="" type="checkbox"/>	A	SOLICITATION/CONTRACT FORM	1	<input type="checkbox"/>	I	CONTRACT CLAUSES	
<input checked="" type="checkbox"/>	B	SUPPLIES OR SERVICES AND PRICES/COST	2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
	C	DESCRIPTION/SPECS/WORK STATEMENT		<input type="checkbox"/>	J	LIST OF ATTACHMENTS	
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
	E	INSPECTION AND ACCEPTANCE		<input type="checkbox"/>	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
	F	DELIVERIES OR PERFORMANCE		<input type="checkbox"/>	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
	G	CONTRACT ADMINISTRATION DATA		<input type="checkbox"/>	M	EVALUATION FACTORS FOR AWARD	
	H	SPECIAL CONTRACT REQUIREMENTS					

17. <input type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)	18. <input checked="" type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number SP092004RA613 including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.
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19A. NAME AND TITLE OF SIGNER (Type or print)		20A. NAME OF CONTRACTING OFFICER LISA K. OHL	
19B. NAME OF CONTRACTOR	19C. DATE SIGNED	20B. UNITED STATES OF AMERICA	20C. DATE SIGNED 3-12-04
BY _____ (Signature of person authorized to sign)		BY _____ (Signature of Contracting Officer)	

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SECTION B

PR: YPE03297000483
NSN: 5865-01-208-4858

ITEM DESCRIPTION:

OSCILLATOR, TIMING

49956 929461 REV AA SC

VECTRON INTERNATIONAL NORWALK INC (27802) P/N 233-5768-2

<u>ITEM</u>	<u>PR</u>	<u>PRLI</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0001	YPE03297000483	0001	2	EA	\$6364.00000	\$12728.00

QTY VARIANCE: PLUS 0% MINUS 0%
INSPECTION POINT: DEST
ACCEPTANCE POINT: DEST

PREP FOR DELIVERY

PKGING DATA - MIL-STD-2073-1D, 15 DEC 1999
QUP = 001; PRES MTHD = 41: CLNG/DRY = 1: PRESV MAT = 00:
WRAP MAT = 00: CUSH/DUNN MAT = NA: CUSH/DUNN THKNSS = X:
UNIT CONT = D3: OPI = 0:
INTRMDTE CONT = DO: INTRMDTE CONT QTY = AAA:
PACK CODE = U:
MARKING SHALL BE IN ACCORDANCE WITH MIL-STD-129.
SPECIAL MARKING CODE: 00 - NO SPECIAL MARKING.

For all shipments of packaged materiel to the government, which includes either depot (DLA-direct) or DVD (customer-direct) shipments, both DoD linear and 2-D bar code markings are required on military shipping labels in accordance with MIL-STD-129, revision P, dated December 15, 2002, as amended by Change Notice 1, dated January 15, 2004. 2-D bar coding shall be in accordance with ISO/IEC 15438, ISO/IEC 15434 (ANSI MH10.8.3) and DoD 4500.9-R. MSL linear (code 3 of 9 or code 39) bar coding shall be in accordance with ISO/IEC 16388. MSL label stock quality shall meet MIL-PRF-61002. MSL bar code print quality shall meet ANSI MH10.8-2000 or ANSI X3.182-1990 (R2000) for applicable 2-D and/or linear bar codes. All DVD shipments shall meet additional linear bar coding requirements in DLAD 52.211-

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SECTION B

PR CONT'D

9008. When the contract/order omits any data element required to be bar-coded, the field shall be zero-filled. These requirements do not apply to delivery orders when the basic contract has not been modified to require MIL-STD-129P. If there are inconsistencies between the schedule and MIL-STD-129P, the schedule takes precedence.

DELIVER FOB: DESTINATION BY: 2004 OCT 03

PARCEL POST ADDRESS:

W62G2T
XU DEF DIST DEPOT SAN JOAQUIN
TRANSPORTATION OFFICER
PO BOX 960001
STOCKTON CA 95296-0130

FREIGHT SHIPPING ADDRESS:

W62G2T
XU DEF DIST DEPOT SAN JOAQUIN
25600 S CHRISMAN ROAD
REC WHSE 10 PH 209 839 4307
TRACY CA 95376-5000

NON-MILSTRIP
PROJ AIS

ITEM	PR	PRLI	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	YPE03297000483	0002	17	EA	\$6364.00000	\$108188.00

QTY VARIANCE: PLUS 0% MINUS 0%
INSPECTION POINT: DEST
ACCEPTANCE POINT: DEST

PREP FOR DELIVERY

PKGING DATA - MIL-STD-2073-1D, 15 DEC 1999
MIL-STD-2073 PACKAGING DATA SAME AS PRIOR LINE

DELIVER FOB: DESTINATION BY: 2004 OCT 13

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SECTION B

PR CONT'D

PARCEL POST ADDRESS:

W25G1U
XU TRANSPORTATION OFFICER
DDSP NEW CUMBERLAND FACILITY
BUILDING MISSION DOOR 113 134
NEW CUMBERLAND PA 17070-5001

FREIGHT SHIPPING ADDRESS:

W25G1U
TRANSPORTATION OFFICER
DDSP NEW CUMBERLAND FACILITY
BUILDING MISSION DOOR 113-134
NEW CUMBERLAND PA 17070-5001

NON-MILSTRIP
PROJ AIS

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) ->		RATING DOA1	PAGE OF PAGES 1 of 18
2. CONTRACT NO.	3. SOLICITATION NO. SP0920-04-R-A613	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 2004 JAN 12	6. REQUISITION/PURCHASE NO. YPE03297000483
7. ISSUED BY Defense Supply Center Columbus 3990 E. Broad St. P.O. Box 16704 Columbus, OH 43216-5010		CODE SP0900	8. ADDRESS OFFER TO (If other than Item 7) Defense Supply Center Columbus ATTN: DSCC-PBAA (Bid Opening Room 130, Bldg. 20) 3990 E. Broad St. P.O. Box 16653 Columbus, OH 43216-5009 For courier service and facsimile numbers--See Block 9		

SOLICITATION

9. Sealed offers in original and no copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Lobby (White Bid Box), Bldg 20, 3990 E. Broad St., Columbus, OH 43213 until 1:00 PM local time 2004 FEB 11

FAX Number(s): (614) 692-4275 (Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL ->	A. NAME W. McKnight, PCCSAKJ	C. E-MAIL ADDRESS William.McKnight@dla.mil
	B. PHONE / FAX (NO COLLECT CALLS) (614) 692-1648 / FAX: (614)692-6921	

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM	1	X	I	CONTRACT CLAUSES	8
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	3	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
	C	DESCRIPTION/SPECS/WORK STATEMENT		X	J	LIST OF ATTACHMENTS	12
X	D	PACKAGING AND MARKING	6	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	6	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	14
X	F	DELIVERIES OR PERFORMANCE	8				
	G	CONTRACT ADMINISTRATION DATA		X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	16
X	H	SPECIAL CONTRACT REQUIREMENTS	8	X	M	EVALUATION FACTORS FOR AWARD	17

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)	10 CALENDAR DAYS	20 CALENDAR DAYS	30 CALENDAR DAYS	CALENDAR DAYS
	%	%	%	%
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated: ->	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR Essential Components Inc. 1455 Whipoorwill Way Mountainside, NJ 07092	CODE OT0H0	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) Valerie Latella, Pres.
15B. TELEPHONE NO. (Include area code) 908-232-1626	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>	17. SIGNATURE <i>Valerie Latella</i>	18. OFFER DATE 1/29/04
15D. FAX NO. 908-232-2353	15E. E-MAIL ADDRESS essencom@verizon.net		

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 41 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) ->	ITEM
24. ADMINISTERED BY (If other than Item 7)	CODE	25. PAYMENT WILL BE MADE BY	CODE
26. NAME OF CONTRACTING OFFICER (Type or print) LISA K OHL		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE

THE FOLLOWING NOTES APPLY:

NOTE 1: Prior to the RFP closing date, the contractor shall inform the buyer if any discrepancy exists between the physical/functional description and the specification/drawings.

NOTE 2: The Government is soliciting offers for new material. No used, reconditioned, or surplus material may be furnished unless authorized by the Contracting Officer. Any offeror intending to furnish used, reconditioned or surplus material must notify the Contracting Officer, in writing, at the time their offer is submitted.

NOTE 3: Please list Offeror's Email: essencom@verizon.net

Please list Offeror's FAX No.: 908-232-2353

SECTION B

PR: YPE03297000483
NSN: 5865-01-208-4858

ITEM DESCRIPTION:
OSCILLATOR, TIMING
49956 929461 REV AA SC

IF THE APPLICABLE (OEM OR MILITARY) DRAWING, SPECIFICATION, STANDARD, OR QUALITY ASSURANCE PROVISION (QAP) SPECIFIES AN ACCEPTABLE QUALITY LEVEL (AQL). THE SAMPLING ACCEPTANCE NUMBER SHALL BE REDUCED TO ZERO (0). FOR EXAMPLE IF THE ACCEPT REJECT CRITERIA IS ACCEPT ON (3) DEFECTS AND REJECT ON (4) DEFECTS. THE NEW ACCEPT REJECT CRITERIA IS ACCEPT ON (0) DEFECTS AND REJECT THE ENTIRE LOT ON (1) DEFECT. EVEN THOUGH THE ACCEPTANCE LEVEL IS ELIMINATED, THE SAMPLE SIZE REMAINS THE SAME.

ADEQUATE TECHNICAL DATA IS NOT AVAILABLE TO FULLY DESCRIBE THIS ITEM. HOWEVER, PARTIAL DATA SPECIFIED IN THE AID SETS FORTH ESSENTIAL CHARACTERISTICS OF THE ITEM. ONLY THE SPECIFIED MANUFACTURER'S PART NUMBER(S), MODIFIED AS NECESSARY TO CONFORM TO THE PARTIAL DATA, ARE ACCEPTABLE. OFFERS OF OTHER ITEMS ARE CONSIDERED ALTERNATE OFFERS AS DEFINED IN DLAD 52.217-9002 AND ELSEWHERE IN THE SOLICITATION.

VECTRON INTERNATIONAL NORWALK INC (27802) P/N 233-5768-2
RAYTHEON TECHNICAL SERVICES COMPANY (3B150) P/N 929461-2

Price Break Range:

Qty.	_____ 1	to _____ 4	EA	\$	<u>9,683.00</u>	(2) MINIMUM
Qty.	_____ 5	to _____ 9	EA	\$	<u>7,886.55</u>	
Qty.	_____ 10	to _____ 14	EA	\$	<u>6,465.00</u>	
Qty.	_____ 15	to _____ 19	EA	\$	<u>6,394.00</u>	
Qty.	_____ 20	to _____ 25	EA	\$	<u>6,364.00</u>	

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SECTION B

ITEM	PR	PRLI	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	YPE03297000483	0001	2	EA	\$ 6,394.00	\$ 12,788.00

DELIVER FOB: See Clause
 QTY VARIANCE: PLUS See Clause MINUS See Clause
 INSP/ACCEP POINT: See Clause

PREP FOR DELIVERY:

PKGING DATA - MIL-STD-2073-1D, 15 DEC 1999
 QUP = 001: PRES MTHD = 41: CLNG/DRY = 1: PRESV MAT = 00:
 WRAP MAT = 00: CUSH/DUNN MAT = NA: CUSH/DUNN THKNSS = X:
 UNIT CONT = D3: OPI = 0:
 INTRMDTE CONT = DO: INTRMDTE CONT QTY = AAA:
 PACK CODE = U:
 MARKING SHALL BE IN ACCORDANCE WITH MIL-STD-129.
 SPECIAL MARKING CODE: 00 - NO SPECIAL MARKING.

DOD BAR CODE MARKING REQUIRED IN ACCORDANCE WITH
 MIL-STD-129 (LATEST REVISION) MARKING AND BAR
 CODING IN ACCORDANCE WITH AIM BC1.

PARCEL POST ADDRESS:

W62G2T
 XU DEF DIST DEPOT SAN JOAQUIN
 TRANSPORTATION OFFICER
 PO BOX 960001
 STOCKTON CA 95296-0130

FREIGHT SHIPPING ADDRESS

W62G2T
 XU DEF DIST DEPOT SAN JOAQUIN
 25600 S CHRISMAN ROAD
 REC WHSE 10 PH 209 839 4307
 TRACY CA 95376-5000

NON-MILSTRIP
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SECTION B

<u>ITEM</u>	<u>PR</u>	<u>PRLI</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0002	YPE03297000483	0002	17	EA	\$ <u>6,394.00</u>	\$ <u>108,698.00</u>

DELIVER FOB: See Clause
 QTY VARIANCE: PLUS See Clause MINUS See Clause
 INSP/ACCEP POINT: See Clause

PREP FOR DELIVERY:

PKGING DATA - MIL-STD-2073-1D, 15 DEC 1999
 MIL-STD-2073 PACKAGING DATA SAME AS PRIOR LINE

PARCEL POST ADDRESS:

W25G1U
 XU TRANSPORTATION OFFICER
 DDSP NEW CUMBERLAND FACILITY
 BUILDING MISSION DOOR 113 134
 NEW CUMBERLAND PA 17070-5001

FREIGHT SHIPPING ADDRESS

W25G1U
 TRANSPORTATION OFFICER
 DDSP NEW CUMBERLAND FACILITY
 BUILDING MISSION DOOR 113-134
 NEW CUMBERLAND PA 17070-5001

NON-MILSTRIP
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Solicitation Number:

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Full text of all DLAD/DSCC clauses listed within this individual solicitation are contained in the DSCC Master Solicitation, current version found at <http://DIBBS.dscclia.mil/refs/provclauses>. Also, the full text of FAR/DFARS clauses incorporated by reference may be accessed electronically at <http://www.dla.mil/j-3/j-336/icps.htm>. The clauses/provisions incorporated by reference have the same force and effect as if they were in full text; however, those having no bearing on the instant acquisition become self-deleting. In the event of an inconsistency between the Master Solicitation and the individual solicitation/award, the provision of the individual solicitation/award shall govern.

DSCC NOTE - PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION: Unless otherwise stated in the remarks section of this contract/order, the payment information contained in the CCR has precedence over any other payment information that may be printed in the Remittance Address field of this contract/order.

A04 - FOR COURIER SERVICE AND/OR CONTRACTOR HANDCARRIED OFFERS (DSCC 52.215-9C03) (JAN 2001)

RFPs and IFBs (generally Large Purchase Offers, \$100,000 and over) when being hand carried (Courier service or other means) shall be placed in the White Bid Box, located at DSCC in the Lobby of Building 20, 3990 E. Broad St., Columbus, OH 43213.

SECTION B

B03 - DSCC WEB SITE (DSCC 52.204-9C03) (OCT 2002)

The DSCC Master Solicitation is available on the Internet via the DSCC Web Site at <http://DIBBS.dscclia.mil>. Also, the full text of FAR/DFARS clauses incorporated by reference may be accessed electronically at <http://www.dla.mil/j-3/j-336/icp.htm>.

SECTION D

D02a - PACKAGING AND MARKING REQUIREMENTS (DSCC 52.246-9C41) (MAR 2002)

Packaging and marking requirements for items being procured shall be accomplished as stated herein. (See Section B)

The office symbol for the Packaging Team is DSCC-VSP.

The items identified in Section B shall be Preserved, Packaged, Packed and Marked in accordance with MIL-STD-2073-1D and Marked in accordance with MIL-STD-129N.

D03 - PACKING LIST/INVOICE/SHIPPING DOCUMENTS (JUN 2000) (DSCC 52.211-9C17)

(a) A packing list, invoice, or shipping documents shall accompany or be included in ALL shipments.
 (b) The document(s) shall include the following:
 Complete MARK FOR including requisition (TCN) number; Order Number; CLIN; National Stock Number (NSN) or Part Number if NSN is not available; Quantity; Unit of Issue; and Preparation for Delivery requirements such as MIL-STD-2073 Coded Packaging, QUP, and Military Preservation Methods.
 (c) In addition for all DIRECT SHIPMENTS to overseas AND domestic consignees, including shipments to Consolidation and Containerization, the documentation with complete MARK FOR INFORMATION is to be placed in a water-resistant envelope securely attached to the outside of the shipping container/external pack. (This paragraph 'c' is not applicable to shipments to a Government Packing Facility)

D06 - EXPEDITED HANDLING SHIPMENTS (DSCC 52.211-9C15) (JUNE 2002)

(1) The Contractor will mark all 'expedited handling' shipments with identifying labels. 'Not Mission Capable Supply' (NMCS) formerly (NORS) condition '999' shipments shall be marked with two 999 Labels on each container. For NMCS conditions other than 999, containers shall be marked with two NMCS (formerly (NORS) labels. Tags shall be used when labels are impractical. Place one label adjacent to the

address and the other label on the opposite side of the container. Use the largest labels that will fit.

(2) When shipping overseas by freight, a DD Form 1387, Military Shipping Label (see D07, DSCC 52.211-9C18) is required. Enter the code '999' or 'NMCS' as applicable in the required delivery date (RDD) block, and insert a large '1' in the box entitled Trans Priority.

(3) Method of shipment will be in accordance with Clause F05 (DSCC 52.247-9C02) or F06 (DSCC 52.247-9C03).

D07 - LABELS (JUL 2001) (DSCC 52.211-9C18)

DD Form 1387, Military Shipment Labels, are required for all overseas shipments to water or air terminals and Container Consolidation Points and must be used in accordance with 4.3 of MIL-STD-129N. Although use of the DD Form 1387 is not required, it is preferred for shipments to CONUS locations as well. (Labels are not required for Parcel Post shipments to any destination.) A copy of the DD Form 1387 may be downloaded at www.dscclia.mil/Offices/Packaging/Forms.html.

D08 - SHIPPER'S DECLARATION FOR DANGEROUS GOODS (MAR 2002) (DSCC 52.211-9C20)

Any item that contains dangerous material which by virtue of its properties is flammable, corrosive, combustible, explosive, toxic, radioactive, unduly magnetic, or which contains oxidizing agents or is otherwise hazardous shall not be offered for transportation by military air until properly packed and marked in accordance with military publication Preparation of Hazardous Materials for Military Air Shipment, AFM 24-204/TM 38-250/NAVSUP PUB 505/MCO P4030.19H, DLAI 4145.3. A Shipper's Declaration for Dangerous Goods shall be prepared and affixed to each package in accordance with MIL-STD-129N and the military publication cited above.

D14 - PALLETIZATION REQUIREMENTS (DSCC 52.211-9C01) (JUL 2002)

Shipments of identical items packed in four or more shipping containers exceeding a total of 48 cubic feet per destination shall be palletized except when the shipping containers are required to be skidded or a quantity of four shipping containers per pallet exceeds the size or weight limitations for palletized loads. Complete information concerning requirements for palletization can be found at:

<http://www.dscclia.mil/downloads/packaging/dc1636p001.doc>

SECTION E

E01 - CLAUSES INCORPORATED BY REFERENCE

FAR 52.246-16 - Responsibility for Supplies (ADR 1904)

E02 - INSPECTION OF SUPPLIES-FIXED PRICE (FAR 52.246-2) (AUG 1996)

E06 - MATERIAL INSPECTION AND RECEIVING REPORT (DFARS 252.246-7000) (MAR 2003)

E08 - INSPECTION AT DESTINATION (DSCC 52.246-9C05) (NOV 1995)

E09 - ACCEPTANCE AT DESTINATION (DSCC 52.246-9C06) (NOV 1995)

E21 - WARRANTY - ACCEPTANCE OF SUPPLIES (DSCC 52.246-9C10) (DEC 2001)

This clause is applicable when surplus materials are accepted DLAD 52.211-9000, when a Certificate of Conformance FAR 52.246-15 supports or forms the basis for acceptance of supplies at origin by the Government, or when acceptance is performed by the Government at destination.

(a) The contractor warrants for a period of one year that

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CONTINUATION SHEET

Solicitation Number:

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the supplies at time of delivery conform to all contract requirements. If this warranty is breached, the Government at its option may (1) reject the supplies and require refund of contract price; or (2) require contractor at its expense to repair or replace the supplies; or (3) repair or correct the supplies and charge the contractor for the costs incurred; or (4) retain the supplies and require an equitable adjustment in the contract price. The Government shall mail or otherwise furnish notice to the contractor of the breach of this warranty within one year after date of delivery, inform the contractor of the option exercised, and require the contractor to take action accordingly. Any disputes as to the breach of this warranty shall be resolved under the Disputes clause of the contract.

(b) The contractor shall mark warranty items as required by paragraph 5.2.7, MIL-STD-129 (latest revision), 'Standard Practice for Military Marking'.

(c) The rights hereby provided the Government shall not be affected by other clauses concerning the conclusiveness of inspection and acceptance and are in addition to and do not limit any rights of the Government under other clauses of this contract.

E23 - SUBSTITUTION OF ITEM AFTER AWARD (DSCC 52.246-9C13) (JAN 1999)

E26 - COMMERCIAL WARRANTY (DSCC 52.246-9C28) (APR 1994)

The Contractor agrees that the supplies or services furnished under this contract () shall () shall not be covered by the most favorable commercial warranties the Contractor gives to any customer for such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the Government by any other clause of this contract. Attach a copy of the commercial warranty to this offer if applicable.

E29 - PHYSICAL ITEM IDENTIFICATION/BARE ITEM MARKING (DSCC 52.246-9C32) (JAN 2001)

Unless authorized by exclusions listed below, all items shall be marked as specified in MIL-STD-130K. The following DSCC supplemental marking requirements shall take precedence in case of conflict with MIL-STD-130K.

DSCC Exclusions:

- (a) Unless the design control document specifically cites other marking requirements, the item will be considered too small to mark under the conditions listed below (however clause E30, DSCC 52.246-9C34 applies):
- (1) For FSCs 5905, 5910, 5935, 5961, 5962, and 5999, items smaller than .100 inch in diameter and .250 inch in length or .100 inch square X .250 inch in length, exclusive of wire leads, will not be marked.
 - (2) Other FSCs managed by DSCC will not be marked if the item is smaller than .250 inch in diameter X .500 inch long or .250 inch square X .500 inch long, exclusive of wire leads.
 - (3) Restrictions (1) and (2) above will not preclude marking of items of smaller dimensions if it is the manufacturers or vendor's standard practice to do so.

(b) No other physical item marking exclusions are authorized unless specified by MIL-STD-130K.

E30 - MARKING REQUIREMENTS (DSCC 52.246-9C34) (MAR 2002)

Marking of Unit, Intermediate and Shipping Containers for Shipment and Storage. Unless authorized by paragraph 7 below, all shipments, regardless of levels specified, including Industrial, shall be marked in accordance with the edition of MIL-STD-129N, 'Marking for Shipment and Storage'. In addition to MIL-STD-129N requirements, the following instructions also apply:

1. JAN and Other Special Markings In Accordance With Government Specifications: As designated, the following marking shall be placed on the unit package (carton, box, bag, etc., used as the initial protection), in addition to normal MIL-STD 129N marking. If the marking space on the MIL-STD-129N identification side of the unit package is too small (3 inches by 4 inches or less surface area) to accommodate this additional marking, the reverse side of the package may be used.

- (a) Semiconductor Devices procured under MIL-PRF-19500M:
- (1) Part or Identifying Number (PIN)
 - (2) Manufacturer's ID and symbol
 - (3) Lot identification code and code of assembly plant (if

applicable)

- (4) Beryllium oxide identifier (if applicable)
- (5) Electrostatic discharge sensitivity identifier (if applicable)
- (6) Country of origin
- (7) DMS Marking (if applicable)

(b) Microcircuits procured under MIL-M-385 I OJ, Notice I:

- (1) PIN
- (2) Identification code
- (3) Manufacturer's identification
- (4) Manufacturer's designation symbol
- (5) Country of origin
- (6) 'JAN' certification mark
- (7) Special marking
- (8) Electrostatic discharge sensitivity identifier

(c) Other Semiconductor Devices and Microcircuits not procured under a Military Specification

- (1) Identification number
- (2) Manufacturer's identification
- (3) Manufacturers date code

(d) Various special marking may be required under a Military Specification.

2. Sensitive Electronic Devices: When the MIL-STD-2073-1D, Packaging Requirements Code specifies method of preservation GX or ZZ, with special marking code '39' (ESD Sensitive Electronic Device Requirements), sensitive electronic devices caution marking shall be applied as specified in MIL-STD-129N.

3. Bar Code Marking: Regardless of levels of packaging specified (including Industrial), bar code marking shall be applied to all unit, intermediate, and exterior containers in accordance with MIL-STD-129N.

(a) EXTERIOR CONTAINERS: For DLA contracts, each Exterior shipping containers shall be bar coded with the NSN, contract number (including the call number).

(b) MULTIPACKS:

- (1) Item identification markings. Item identification markings will not be bar coded on the exterior shipping container of multipack shipments. However, all the unit packs and intermediate containers in the multipack shall be bar coded.
- (2) Contract number. Contract number will be bar coded on the exterior shipping container of the multipack if the number applies to all unit and intermediate containers inside the multipack. If mixed contract numbers are contained in the multipack, then the exterior container will be bar coded.

4. Hazardous Materials: (Performance Oriented Packaging). In addition to the packaging requirements included in the commodity specification listed below, the supplies shall comply with applicable packaging requirements of AFJMAN 24-204 (DLAI 4145.3), Preparing Hazardous Material for Military Shipments, the International Civil Aviation Organization (ICAO) technical instructions for the safe transport of dangerous goods by air. The International Maritime Dangerous Goods Code (IMDG CODE) and Title Forty-nine of the Code of Federal Regulations (49 CFR). To the extent that there is conflict between the requirements of the commodity specification and other packaging data listed below and the requirements of AFJMAN 24-204 (DLAI 4145.3), ICAO, and IMDG CODE, the provisions in AFJMAN 24-204 (DLAI 4145.3), ICAO and IMDG CODE will control over the conflicting provisions in the commodity specification and other packaging data. Unless otherwise specified by the procuring activity, interior and exterior containers of hazardous material shall be properly classified, documented, certified, described, packaged, marked, and labeled in accordance with AFJMAN 24-204 (DLAI 4145.3), ICAO, IMDG CODE, 49 CFR, and MIL-STD-129N. In addition to the above requirements, the CAGE (Commercial and Government Entity) Code, shall be marked on all unit, intermediate and exterior containers.

5. Exterior Documentation: Packing list as specified in MIL-STD-129N is required.

6. Parcel Post APO/FPO Shipments: The statement 'Contents for Official Use. Exempt from Customs Requirements' be annotated above the mailing address.

7. DSCC Electronics Exclusions: Electron Tubes: These items shall be marked in accordance with MIL-E-75H.

8. WARRANTY MARKINGS: When specified in the resulting contract that the supplies are being required with a warranty agreement, the unit intermediate, and shipping containers shall be marked in accordance with MIL-STD-129N.

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F31 - REPACKAGING BEFORE VENDOR NOTIFICATION (DSCC 52.246-9C36) (MAR 1991)

F32 - RECORDS RETENTION REQUIREMENTS (DSCC 52.204-9C01) (JUN 1980)

SECTION F

F01 - SOLICITATION CLAUSES INCORPORATED BY REFERENCE

- FAR 52.211-17 - Delivery of Excess Quantities (SEP 1989)
- FAR 52.242-15 - Stop-Work Order (AUG 1989)
- FAR 52.242-17 - Government Delay of Work (APR 1984)
- FAR 52.247-48 - F.O.B. Destination - Evidence of Shipment (FEB 1999) (When F.O.B. Destination and Inspection/Acceptance at Origin applies)
- FAR 52.247-52 - Clearance and Documentation Requirements - Shipments to DOD Air or Water Terminal Transshipment Points (APR 1984)
- FAR 52.247-58 - Loading, Blocking, and Bracing of Freight Car Shipments (APR 1984)
- FAR 52.247-59 - F.O.B. Origin - Carload and Truckload Shipments (APR 1984)
- FAR 52.247-61 - F.O.B. Origin - Minimum Size of Shipments (APR 1984)
- FAR 52.247-65 - F.O.B. Origin, Prepaid Freight - Small Package Shipments (JAN 1991)

F02 - VARIATION IN QUANTITY (FAR 52.211-16) (APR 1984)

- (b) 00 Percent increase
- 00 Percent decrease

This increase or decrease shall apply to:
ENTIRE QUANTITY

F04 - POINT OF CONTACT FOR TRANSPORTATION INSTRUCTIONS (DSCC 52.247-9C04) (JAN 2003)

- (a) DCMA Administered Orders: Contact the Transportation Officer at the administering DCMA location.
- (b) DSCC Administered Orders:
 - (1) DSCC-OT, PO Box 3990, Columbus, OH 43216-5000
Telephone (614) 692-2175
Telephone (614) 692-7038 ('S9C' - Construction)
Telephone (614) 692-7039 ('S9E' - Electronics)
(COLLECT CALLS WILL NOT BE ACCEPTED)
 - (2) Shipping Instructions must be requested by completing the form found at Attachment 1 of the DSCC Master Solicitation. Requests may be made by facsimile to 614-692-3703/6905. A return fax number should be included in your request. The DSCC Master solicitation is located at: <http://DIBBS.dscclia.mil/refs/provclauses/>.

F05 - SHIPPING INSTRUCTIONS (DOMESTIC) (DSCC 52.247-9C02) (MAY 2002)

Comply with paperwork requirements of Clause D03 (DSCC 52.211-9C17), 'PACKING LIST/INVOICE/SHIPPING DOCUMENTS'.

- MAIL INSTRUCTIONS (NOT applicable to APO/FPO addresses):**
Route domestic shipments within mail limitations as follows based on the TP (Transportation Priority) reflected in the 'MARK FOR' data with each CLIN. Commercial small parcel carrier (e.g., UPS or Federal Express) is an acceptable mode of shipment to domestic addresses.
- (1) Ship all NMCS, 777, and 999, regardless of TP or distance, by COMMERCIAL SMALL PARCEL CARRIER.
 - (2) Ship TP 1 and 2 (IPD 01-08) by PRIORITY MAIL or most economical comparable mode.
 - (3) Ship TP 3 (IPD 09-15) and all stock locations (not TP coded) by SURFACE PARCEL POST (Fourth Class) or most economical comparable mode.
 - (4) The cost of parcel post insurance will NOT be paid by the Government.

FREIGHT INSTRUCTIONS (DOMESTIC)

- (1) Ship all NMCS, 777, and 999, regardless of TP or distance COMMERCIAL SMALL PARCEL CARRIER.
 - (2) For TP 1 and 2 (IPD 01-08) weighing under 250 pounds, use AIR FREIGHT and specify AIR on the invoice.
- EXCEPTIONS:** If destination is within 600 miles of origin, use regular surface transportation.
- (3) For all other freight shipments contact the cognizant transportation officer for delivery and carrier

routing instructions (see clause F04, DSCC 52.247-9C04).
(4) Advance telephonic notice of delivery must be given by the carrier to the Consignee's Transportation officer (Transport Control/Prelodge Desk) at least 24 hours prior to delivery of freight shipments (other than small parcels) and bills of lading must be annotated to reflect this requirement. Addresses for direct shipments within CONUS and Canada are shown 'in the clear' with each individual CLIN on Schedule Continuation Sheet(s) in each order. Addresses for stock shipments are shown with each individual CLIN on Schedule Continuation Sheet(s) in each order.

F22 - REQUIRED TIME OF DELIVERY (DSCC 52.211-9C37) (JUN 1997) (Tailored FAR 52.211-9)

(a) The Government requires delivery to be made according to the following schedule:

REQUIRED DELIVERY SCHEDULE

Item No.	Quantity	Within Days After Date of Contract
0001	2	120
0002	2	120

OFFEROR'S PROPOSED DELIVERY SCHEDULE

Item No.	Quantity	Within Days After Date of Contract
0001	2	200 days
0002	17	210 days

F33 - F.O.B. - DESTINATION (FAR 52.247-34) (NOV 1991)

SECTION H

H17 - SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS (OCT 2001) DFARS 252.211-7005

(d) Absent a determination that an SPI price is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications or standards:

(Offeror insert information for each SPI process)

SPI Process:
Facility:
Military or Federal Specification or Standard:

Affected Contract Line Item and Subline Item Number, Component, or Element:

SECTION I

I01 - CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at <http://www.dla.mil/j-3/j-336/logisticspolicy/procurementlinks2.htm>

NOTE: If not applicable becomes self-deleting.

- FAR 52.202-1 - Definitions (DEC 2001)
- FAR 52.203-3 - Gratuities (APR 1984)
- FAR 52.203-5 - Covenant Against Contingent Fees (APR 1984)
- FAR 52.203-6 - Restriction on Subcontractor Sales to the Government (JUL 1995)
- FAR 52.203-7 - Anti-Kickback Procedures (JUL 1995)
- FAR 52.203-8 - Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997)
- FAR 52.203-10 - Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997)
- FAR 52.203-12 - Limitation on Payments to Influence Certain Federal Transactions (JUN 2003)
- FAR 52.204-2 - Security Requirements (AUG 1996) (Applicable only when access to classified confirmation is required.)
- FAR 52.204-4 - Printed or Copied Double-Sided on Recycled Paper (AUG 2000)
- FAR 52.209-6 - Protecting the Governments Interest when

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Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JUL 1995)
 FAR 52.211-5 - Material Requirements (AUG 2000)
 FAR 52.211-15 - Defense Priority and Allocation Requirements (SEP 1990)
 FAR 52.215-2 - Audit and Records-Negotiations (JUN 1999)
 FAR 52.215-8 - Order of Precedence - Uniform Contract Format (OCT 1997)
 FAR 52.215-10 - Price Reduction for Defective Cost or Pricing Data (Over \$550,000) (OCT 1997)
 FAR 52.215-11 - Price Reduction for Defective Cost or Pricing Data - Modifications (Over \$550,000) (OCT 1997)
 FAR 52.215-12 - Subcontractor Cost or Pricing Data (Over \$550,000) (OCT 1997)
 FAR 52.215-13 - Subcontractor Cost or Pricing Data - Modifications (Over \$550,000) (OCT 1997)
 FAR 52.215-14 - Integrity of Unit Prices (OCT 1997), Alternate I (OCT 1997)
 FAR 52.215-15 - Pension Adjustments and Asset Reversions (Over \$550,000) (DEC 1998)
 FAR 52.215-17 - Waiver of Facilities Capital Cost of Money (OCT 1997)
 FAR 52.215-18 - Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (Over \$550,000) (OCT 1997)
 FAR 52.215-19 - Notification of Ownership Changes (Over \$550,000) (OCT 1997)
 FAR 52.219-8 - Utilization of Small Business Concerns (OCT 2000)
 FAR 52.219-9 - Small Business Subcontracting Plan (Over \$500,000), Alternate II (OCT 2001)
 FAR 52.219-16 - Liquidated Damages - Subcontracting Plan (JAN 1999)
 FAR 52.222-1 - Notice to the Government of Labor Disputes (FEB 1997)
 FAR 52.222-3 - Convict Labor (JUN 2003)
 FAR 52.222-4 - Contract Work Hours and Safety Standards Act - Overtime Compensation (SEP 2000)
 FAR 52.222-19 - Child Labor - Cooperation with Authorities and Remedies (SEP 2002)
 FAR 52.222-20 - Walsh-Healey Public Contracts Act (DEC 1996)
 FAR 52.222-21 - Prohibition of Segregated Facilities (FEB 1999)
 FAR 52.222-26 - Equal Opportunity (APR 2002)
 FAR 52.222-29 - Notification of Visa Denial (JUN 2003)
 FAR 52.222-35 - Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (DEC 2001)
 FAR 52.222-36 - Affirmative Action for Workers With Disabilities (JUN 1998)
 FAR 52.222-37 - Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (DEC 2001) (Applicable with FAR 52.222-35)
 FAR 52.222-38 - Compliance with Veterans' Employment Reporting Requirements (DEC 2001)
 FAR 52.223-14 - Toxic Chemical Release Reporting (AUG 2003) (Applicable with FAR 52.223-13)
 FAR 52.225-13 - Restrictions on Certain Foreign Purchases (DEC 2003)
 FAR 52.225-14 - Inconsistency Between English Version and Translation of Contract (FEB 2000)
 FAR 52.227-1 - Authorization and Consent (JUL 1995)
 FAR 52.227-2 - Notice and Assistance Regarding Patent and Copyright Infringement (AUG 1996)
 FAR 52.229-3 - Federal, State, and Local Taxes (APR 2003)
 FAR 52.229-6 - Taxes - Foreign Fixed-Price Contracts (JUN 2003)
 FAR 52.230-2 - Cost Accounting Standards (Over \$500,000) (APR 1998)
 FAR 52.230-3 - Disclosure and Consistency of Cost Accounting Practices (APR 1998)
 FAR 52.230-4 - Consistency in Cost Accounting Practices (Over \$500,000) (AUG 1992)
 FAR 52.230-6 - Administration of Cost Accounting Standards (> \$500,000) (NOV 1999)
 FAR 52.232-1 - Payments (APR 1984)
 FAR 52.232-8 - Discounts for Prompt Payment (FEB 2002)
 FAR 52.232-11 - Extras (APR 1984)
 FAR 52.232-17 - Interest (JUN 1996)
 FAR 52.232-23 - Assignment of Claims (JAN 1986)
 FAR 52.232-25 - Prompt Payment (OCT 2003)
 FAR 52.233-1 - Disputes (JUL 2002), Alternate I (DEC 1998)
 FAR 52.233-3 - Protest After Award (AUG 1996)
 FAR 52.242-12 - Report of Shipment (RESHIP) (JUN 2003)
 FAR 52.242-13 - Bankruptcy (JUL 1995)
 FAR 52.244-2 - Subcontracts (AUG 1998)
 FAR 52.244-5 - Competition in Subcontracting (DEC 1996)
 FAR 52.245-1 - Property Records (APR 1984)
 FAR 52.246-18 - Warranty of Supplies of a Complex Nature (MAY 2001), Alternate IV (APR 1984)
 FAR 52.246-19 - Warranty of Systems and Equipment under Performance Specifications or Design Criteria (MAY 2001),

Alternate III (APR 1984)
 FAR 52.246-23 - Limitation of Liability (FEB 1997)
 FAR 52.247-1 - Commercial Bill of Lading Notations (APR 1984)
 FAR 52.247-63 - Preference for U.S. - Flag Air Carriers (JUN 2003)
 FAR 52.248-1 - Value Engineering¹ (FEB 2000)
 FAR 52.249-1 - Termination for Convenience of the Government (Fixed-Price) (Short Form) (APR 1984)
 FAR 52.249-2 - Termination for Convenience of the Government (Fixed-Price) (SEP 1996), Alternate II
 FAR 52.249-8 - Default (APR 1984)
 FAR 52.253-1 - Computer Generated Forms (JAN 1991)
 DFARS252.203-7001 - Prohibition on Persons Convicted of Fraud or Other Defense Contract Related Felonies (MAR 1999)
 DFARS 252.203-7002 - Display of DoD Hotline Poster (Over \$5M) (DEC 1991)
 DFARS 252.204-7002 - Payment for Subline Items Not Separately Priced (DEC 1991)
 DFARS 252.204-7003 - Control of Government Personnel Work Products (APR 1992)
 DFARS 252.205-7000 - Provision of Information to Cooperative Agreement Holders (Over \$500,000) (DEC 1991)
 DFARS 252.209-7000 - Acquisition from Subcontractors Subject to On-Site Inspection Under the Intermediate Range Nuclear Forces (INF) Treaty (NOV 1995)
 DFARS 252.209-7004 - Subcontracting with Firms That Are Owned or Controlled by the Government of a Terrorist Country (MAR 1998)
 DFARS 252.215-7000 - Pricing Adjustments (Over \$550,000) (DEC 1991)
 DFARS 252.215-7002 - Cost Estimating System Requirements (Over \$550,000) (OCT 1998)
 DFARS 252.219-7003 - Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan and Small Disadvantaged Business Subcontracting Plan (DoD Contracts) (Over \$500,000) (APR 1996)
 DFARS 252.223-7002 - Safety Precautions for Ammunition and Explosives (MAY 1994)
 DFARS 252.223-7003 - Change in Place of Performance - Ammunition and Explosives (DEC 1991)
 DFARS 252.223-7004 - Drug-Free Work Force (SEP 1988)
 DFARS 252.225-7001 - Buy American Act and Balance of Payments Program (APR 2003)
 DFARS 252.225-7002 - Qualifying Country Sources as Subcontractors (APR 2003)
 DFARS 252.225-7004 - Reporting of Contract Performance Outside the U.S. (Over \$500,000) (APR 2003)
 DFARS 252.225-7005 - Identification of Expenditures in the United States (APR 2002)
 DFARS 252.225-7012 - Preference for Certain Domestic Commodities (APR 2003)
 DFARS 252.225-7014 - Preference for Domestic Specialty Metals (APR 2003)
 DFARS 252.225-7016 - Restriction on Acquisition of Ball and Roller Bearings (APR 2003)
 DFARS 252.225-7021 - Trade Agreements (Over \$169,000) (AUG 2003)
 DFARS 252.225-7025 - Restriction on Acquisition of Forgings (APR 2003)
 DFARS 252.225-7033 - Waiver of United Kingdom Levies (APR 03)
 DFARS 252.225-7036 - Buy American Act-North American Free Trade Agreement (APR 2003)
 DFARS 252.225-7038 - Restriction on Acquisition of Air Circuit Breakers (APR 2003)
 DFARS 252.225-7041 - Correspondence in English Language (JUN 1997)
 DFARS 252.226-7001, Utilization of Indian Organizations and Indian-Owned Economic Enterprises - DoD Contracts (>\$500,000) (OCT 2003)
 DFARS 252.231-7000 - Supplemental Cost Principles (DEC 1991)
 DFARS 252.232-7008 - Assignment of Claims (Overseas) (JUN 1997)
 DFARS 252.233-7001 - Choice of Law (Overseas) (JUN 1997)
 DFARS 252.242-7000 - Post Award Conference (DEC 1991)
 DFARS 252.242-7003 - Application for U.S. Government Shipping Documentation/Instructions (Use with FAR 52.242-10) (DEC 1991)
 DFARS 252.242-7004 - Material Management and Accounting System (DEC 2000)
 DFARS 252.243-7001 - Pricing of Contract Modification (DEC 1991)

I04 - Y2K COMPLIANCE NOTICE (DLAD 52.239-9000) (JUN 2002)

I07 - PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION (FAR 52.232-33) (OCT 2003)

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I110a - CENTRAL CONTRACT REGISTRATION (FAR 52.204-7) (OCT 2003)

Government selling agency or other source.

Yes () No ()

If yes, provide the information below:

I11 - ALTERNATE A, FAR 52.204-7 (DFARS 252.204-7004) (NOV 2003)

Government Selling Agency

I12 - DISPUTES: AGREEMENT TO USE ALTERNATIVE DISPUTE RESOLUTION (JUN 2001) (DLAD 52.233-9001)

Contract Number

(a) The parties agree to negotiate with each other to try to resolve any disputes that may arise. If unassisted negotiations are unsuccessful, the parties will use alternate dispute resolution (ADR) techniques to try to resolve the dispute. Litigation will only be considered as a last resort when ADR is unsuccessful or has been documented by the part rejecting ADR to be inappropriate for resolving the dispute.

Contract Date (Month, Year)

(b) Before either party determines ADR inappropriate, that party must discuss the use of ADR with the other party. the documentation rejecting ADR must be signed by an official authorized to bind the contractor (see FAR 52.233-1, or, for the agency, by the contracting officer, and approved at a level above the contracting officer after consultation with the ADR Specialist and with legal counsel (see DLA Directive 5145.1). Contractor personnel are also encouraged to include the ADR Specialist in their discussions with the contracting officer before determining ADR to be inappropriate.

Other Source

Address

(c) If you wish to opt out of this clause, check here ()

Date Acquired (Month/Year)

I17 - GOVERNMENT SURPLUS MATERIAL (DLAD 52.211-9000) (APR 2002)

(3) The material has been altered or modified.

Yes () No ()

If yes, the Offeror must attach or forward to the Contracting Officer a complete description of the alterations or modifications.

(4) The material has been reconditioned.

Yes () No ()

If yes, (i) the price offered includes the cost of reconditioning/refurbishment. Yes () No (); and (ii) the Offeror must attach or forward to the Contracting Officer a complete description of any work done or to be done, including the components to be replaced and the applicable rebuild standard. The material contains cure-dated components.

Yes () No ()

If yes, the price includes replacement of cure-dated components. Yes () No ()

(5) The material has data plates attached.

Yes () No ()

If yes, the Offeror must state below all information contained thereon, or forward a copy or facsimile of the data plate to the Contracting Officer.

(6) The offered material is in its original package. Yes () No () (If yes, the Offeror has stated below all original markings and data cited on the package; or has attached or forwarded to the Contracting Officer a copy or facsimile of original package markings.)

(a) Definition.

'Surplus material,' as used in this clause, means new, unused material that was purchased and accepted by the U.S. Government and subsequently sold by the Defense Reutilization and Marketing Service (DRMS), by contractors authorized by DRMS, or through another Federal Government surplus program. The terms 'surplus' and 'Government surplus' are used interchangeably in this clause.

Contract Number

(b) The Offeror agrees to complete this clause and provide supporting documentation as necessary to demonstrate that the surplus material being offered was previously owned by the Government and meets solicitation requirements. The Offeror must provide this information and any supporting documentation on or before the date that quotes/offers are due; or within the timeframe specified by the Contracting Officer, if additional documentation is requested after submission of the offer. Failure to provide the requested information and supporting documentation within the timeframe requested may result in rejection of the offer. Unless the solicitation states otherwise, Offerors of surplus material are authorized to open packages, inspect material, and reseal packages. Each time this is done, the Offeror's authorized representative or inspector must sign the packages where they were resealed and annotate the date of inspection.

NSN

(c) With respect to the surplus material being offered, the Offeror represents that:

(1) The material is new, unused, and not of such age or so deteriorated as to impair its usefulness or safety.

Yes () No ()

The material conforms to the technical requirements cited in the solicitation (e.g., Contractor and Government Entity (CAGE) code and part number, specification, etc.).

Yes () No ()

The material conforms to the revision letter/number, if any is cited.

Yes () No () Unknown ()

If no, the revision offered does not affect form, fit, function, or interface.

Yes () No () Unknown ()

The material was manufactured by:

Cage Code

Part Number

Other Markings/Data

(7) The Offeror has supplied this same material (National Stock Number) to the Government before. Yes () No () If yes, (i) the material being offered is from the same original Government contract number as that provided previously. Yes () No (); and (ii) state below the Government Agency and contract number under which the material was previously provided:

Agency

(Name)

(Address)

Contract Number

(2) The Offeror currently possesses the material.

Yes () No ()

If no, the Offeror must attach or forward to the Contracting Officer an explanation as to how the offered quantities will be secured. If yes, the Offeror purchased the material from a

(8) The material is manufactured in accordance with a

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specification or drawing. Yes () No () If yes, (i) the specification/drawing is in the possession of the Offeror. Yes () No (); and (ii) the Offeror has stated the applicable information below, or forwarded a copy or facsimile to the Contracting Officer. Yes () No ()

Specification/Drawing Number

Revision (if any)

Date

(9) The material has been inspected for correct part number and for absence of corrosion or any obvious defects. Yes () No () If yes, (i) Material has been re-preserved. Yes () No (); (ii) Material has been repackaged. Yes () No (); (iii) Percentage of material that has been inspected is % and/or number of items inspected is ; and (iv) a written report was prepared. Yes () No () If yes, the Offeror has attached it or forwarded it to the Contracting Officer. Yes () No ()

(d) The Offeror agrees that in the event of award and notwithstanding the provisions of the solicitation, inspection and acceptance of the surplus material will be performed at source or destination subject to all applicable provisions for source or destination inspection.

(e) The Offeror has attached or forwarded to the Contracting Officer one of the following, to demonstrate that the material being offered was previously owned by the Government (Offeror check which one applies):

() For national or local sales, conducted by sealed bid, spot bid or auction methods, a solicitation/Invitation For Bid and corresponding DRMS Form 1427, Notice of Award, Statement and Release Document.

() For DRMS Commercial Venture (CV) Sales, the shipment receipt/delivery pass document and invoices/receipts used by the original purchaser, to resell the material.

() For DRMS Recycling Control Point (RCP) term sales, the statement of account or billing document.

() For property sold under the exchange or sale regulation, conducted by sealed bid, auction or retail methods, a solicitation/Invitation for Bid and corresponding DRMS Form 1427.

() When the above documents are not available, or if they do not identify the specific NSN being acquired, a copy or facsimile of all original package markings and data, including NSN, Commercial and Government Entity (CAGE) code and part number, and original contract number. (This information has already been provided in paragraph (c) (6) of this clause. Yes () No ().)

() When none of the above are available, other information to demonstrate that the offered material was previously owned by the Government. Describe and/or attach.

(f) This clause only applies to offers of Government surplus material. Offers of commercial surplus, manufacturer's overruns, residual inventory resulting from terminated Government contracts, and any other material that meets the technical requirements in the solicitation but was not previously owned by the Government will be evaluated in accordance with the provision at 52.217-9002.

(g) Offers of critical safety items must comply with the additional requirements in 52.211-9005.

(h) If requested by the Contracting Officer, the Offeror shall furnish sample units, in the number specified, to the Contracting Officer or to another location specified by the Contracting Officer, within 10 days after the Contracting

Officer's request. The samples will be furnished at no cost to the Government. All such samples not destroyed in evaluation will be returned at the Offeror's expense. The samples will be evaluated for form, fit, and function with subassembly, assembly, or equipment with which the items are to be used. End items furnished under any contract award to the Offeror furnishing the samples can include the returned samples, and all acceptable end items will have a configuration identical to the samples. If specific tests of the samples' performance are made by the Government, the Offeror will be furnished the results of such tests prior to a contract being entered into. In addition to any other inspection examinations and tests required by the contract, the performance of the end items will be required to be as good as that of the samples submitted insofar as specific performance tests have been made by the Government and the results thereof furnished to the Offeror.

(i) In the event of award, the Contractor will be responsible for providing material that is in full compliance with all requirements in the contract or order, whether or not the Contractor has possession of applicable drawings or specifications, and despite the fact that the Government is unable to conduct in-process inspection. The Contractor's responsibility to perform is not diminished by compliance with the requirement to demonstrate that the offered material was previously owned by the Government. The material to be furnished must meet the requirements of the current contract or order, whether or not the material met Government requirements in existence at the time the material was initially manufactured or sold to the Government. The Government has the right to cancel any resulting purchase order or terminate any resulting contract for default if unacceptable material is tendered.

(j) If higher level quality requirements apply to the material being acquired, those requirements do not apply to surplus material furnished under this contract.

I18 - PRIORITY RATING (DLAD 52.211-9002) (MAR 2000)

I20 - PRODUCTION FACILITY CHANGES (DSCC 52.215-9C04) (APR 1985)

I50 - ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (DFARS 252.232-7003) (MAR 2003)

(a) Definitions. As used in this clause-

(1) 'Contract financing payment' and 'invoice payment' have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) 'Electronic form' means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned

documents are not acceptable electronic forms.

(3) 'Payment request' means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests using one of the following electronic forms:

(1) Wide Area WorkFlow-Receipt and Acceptance (WAWF-RA). Information regarding WAWF-RA is available on the Internet at <https://rmb.ogden.disa.mil>.

(2) Web Invoicing System (WINS). Information regarding WINS is available on the Internet at <https://ecweb.dfas.mil>.

(3) American National Standards Institute (ANSI) X.12 electronic data interchange (EDI) formats.

(i) Information regarding EDI formats is available on the Internet at <http://www.X12.org>.

(ii) EDI implementation guides are available on the Internet at <http://www.dfas.mil/ecedi>.

(4) Another electronic form authorized by the Contracting Officer.

(c) If the Contractor is unable to submit a payment request in

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electronic form, or DoD is unable to receive a payment request

in electronic form, the Contractor shall submit the payment request using a method mutually agreed to by the Contractor, the Contracting Officer, and the payment office.

(d) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payment requests.

I58 - HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (FAR 52.223-3) (JAN 1997)

MATERIAL IDENTIFICATION NO. (If none, insert 'None')

None

I60 - NOTICE OF RADIOACTIVE MATERIALS (FAR 52.223-7) (JAN 1997)

NOTE: The Contractor shall notify the Contracting Officer or designee, in writing, 30 days prior to the delivery of, or prior to completion of any servicing required by this contract to assure that required licenses are obtained and appropriate personnel are notified to institute any necessary safety and health precautions. See FAR 23.601(d).

I61 - ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED PRODUCTS (FAR 52.223-9) (AUG 2000)

(b) (2) Submit this estimate to Defense Supply Center Columbus, DSCC- (see ADMINISTERED BY block on face of award document) PO Box 16704, Columbus, OH 43216-5010

CERTIFICATION

I, _____
(name of certifier),
am an officer or employee responsible for the performance of this contract and hereby certify that the percentage of recovered material content for EPA-designated products met the applicable contract specifications.

Signature of the Officer or Employee

Typed Name of the Officer or Employee

Title

Name of Company, Firm, or Organization

Date

End of certification)

(c) The Contractor shall submit this certification and estimate upon completion of the contract to Defense Supply Center Columbus, PO Box 16704, Columbus OH 43216-5010.

I62 - OZONE-DEPLETING SUBSTANCES (FAR 52.223-11) (MAY 2001)

WARNING

Contains (or manufactured with, if applicable)

* a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

* The Contractor shall insert the name of the substance(s).

I63 - HAZARD WARNING LABELS (DFARS 252.223-7001) (DEC 1991)

MATERIAL (If none, insert 'None') ACT

None

I64 - MATERIAL SAFETY DATA SHEETS AND HAZARD WARNING LABELS (DLAD 52.223-9000) (MAR 1992)

(2) Check here () if an MSDS accompanies your offer. Where this is the case, the MSDS must be identified to the offer, and must cite the solicitation number and the applicable CAGE code of the manufacturer, the part number, and, where so identified, the National Stock Number (NSN).

I67 - DUTY FREE ENTRY (DFARS 252.225-7013) (APR 2003)

I74 - SUBCONTRACTS FOR COMMERCIAL ITEMS (FAR 52.244-6) (APR 2003)

I76 - TRANSPORTATION OF SUPPLIES BY SEA (DFARS 252.247-7023) (MAY 2002)

(f) (4) Ocean transportation was used and some or all of the shipments were made on non-U.S. flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

Item:

Contract Description:

Line Items:

Quantity:

Total:

I79 - ADMINISTRATIVE COSTS OF REPROCUREMENT AFTER DEFAULT (DLAD 52.249-9000) (MAY 1988)

If this contract is terminated in whole or in part for default pursuant to the clause included herein entitled 'Default,' and the supplies or services covered by the contract so terminated are repurchased by the Government, the Government will incur administrative costs in such repurchases. The Contractor and the Government expressly agree that, in addition to any excess costs of repurchase, as provided in paragraph (b) of the 'Default' clause of the contract, or any other damages resulting from such default, the Contractor shall pay, and the Government shall accept, the sum of \$2,949.00 as payment in full for the administrative costs of such repurchase apply for

any termination for default following which the Government repurchases the terminated supplies or services, regardless of whether any other damages are incurred and/or assessed.

I80 - AUTHORIZED DEVIATIONS IN CLAUSES (FAR 52.252-6) (APR 1984)

I106 - REQUESTS FOR EQUITABLE ADJUSTMENT (DFARS 252.243-7002) (MAR 1998)

I112 - SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD CONTRACTS) (DFARS 252.244-7000) (MAR 2000)

SECTION J

J01 - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS:

This solicitation consists of documents and attachments identified by an 'X' in the space provided and made a part hereof.

ATCH/FM NO.	NAME	DATE
(X) DD PM 1707	Information to (Cover Sheet) Offerors or Quoters	MAR 90
(X) SF 33	Solicitation, Offer and Award	Rev 4-85
(X) ---	Section B	---
(X) ---	Sections C through M	---
() ---	Interim Amend. No.	---
() ---	Quality Assurance Provision (QAP) No.	---
() SF 1448	Proposal Cover Sheet (Cost or Pricing Data Not Required)	10-95
() DSCC FM 1650	Freight Shipping Information - Mode of Shipment	AUG 73
() Form		

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CASB-CMF	Facilities Capital Cost of Money	----	CONTINUED ON NEXT PAGE
() DD	Factors		
Form 1861	Contract Facilities Capital Cost		
()	of Money	APR 95	
()			
()			
() DD FM 1423	Contract Data Requirement List	JUN 90	
	EXHIBIT No.	---	
	w/ATCH No.	---	
	EXHIBIT No.	---	
	w/ATCH No.	---	
	EXHIBIT No.	---	
	w/ATCH No.	---	
	EXHIBIT No.	---	
	w/ATCH No.	---	
() DD FM 254	Contract Security Classification	DEC 99	
	Specification		

J03 - NOTICE TO CONTRACTORS AND DEFENSE FINANCE AND ACCOUNTING SERVICES (DFAS) -- Sections K, L, and M, will be deleted from any resulting award per FAR 15.204-1. Therefore, the page numbers indicated on the front of the award and on the last page of the Continuation Sheet will not reflect the actual number of pages in the award document.

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SECTION K

K01 - SOLICITATIONS PROVISIONS INCORPORATED BY REFERENCE

FAR 52.203-11 - Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (APR 1991) (Over \$100,000)
DFARS 252.209-7001 - Disclosure of Ownership or Control by the Government of a Terrorist Country (MAR 1998) (Over \$100,000)
DFARS 252.225-7031 - Secondary Arab Boycott of Israel (APR 2003)
DFARS 252.225-7042 - Authorization to Perform (APR 2003)

K04 - CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (FAR 52.203-2) (APR 1985)

(b) (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a) (1) through (a) (3) of this provision

(insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization):

K06 - TAXPAYER IDENTIFICATION (FAR 52.204-3) (OCT 1998)

d. Taxpayer Identification Number (TIN).
(X) TIN: 22-3179156
() TIN has been applied for.
() TIN is not required because:
() Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;
() Offeror is an agency or instrumentality of a foreign government;
() Offeror is an agency or instrumentality of a Federal, state, or local government;
() Other. State basis.

e. Type of Organization.
() Sole proprietorship;
() Partnership;
(X) Corporate entity (not tax-exempt);
() Corporate entity (tax-exempt);
() Foreign government;
() International organization per 26 CFR 1.6049-4;
() Other

f. Common Parent.
(X) Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
() Name and TIN of common parent:

Name:
TIN:

K07 - WOMEN-OWNED BUSINESS (FAR 52.204-5) (MAY 1999)

b. Representation. The offeror represents that it (X) is a women-owned business concern.

K08 - DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (FAR 52.204-6) (OCT 2003)

80-347-1119

K11 - ECONOMIC PURCHASE QUANTITY - SUPPLIES (FAR 52.207-4) (AUG 1987)

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

(b) Each offeror who believes that acquisitions in

different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

Table with 4 columns: Item, Quantity, Offeror Recommendations Price Quotation, Total

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and rescind with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

K12 - CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (FAR 52.209-5) (DEC 2001)

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that --
(i) The Offeror and/or any of its Principals --
(A) Are () are not (X) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
(B) Have () have not (X), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
(C) Are () are not (X) presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a) (1) (i) (B) of this provision.
(ii) The Offeror has () has not (X), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

K14 - DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT (DFARS 252.209-7002) (SEP 1994)

K23 - PLACE OF PERFORMANCE (FAR 52.215-6) (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, () intends, () does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.
(b) If the offeror or respondent checks 'intends' in paragraph (a) of this provision, it shall insert in the spaces provided below the required information:

Place of Performance (street address, city, state, county, zip code)

Name and address of owner and operator of the plant or facility if other than offeror or respondent.